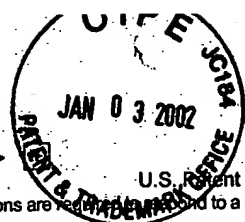


3763



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# TRANSMITTAL FORM

(To be used for all correspondence after initial filing)

Application Number	09/785,087
Filing Date	February 15, 2001
First Named Inventor	REED, MICHAEL L.
Group Art Unit	3763
Examiner Name	Unassigned
Attorney Docket Number	021258-000100US
Total Number of Pages in This Submission	

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## ENCLOSURES (check all that apply)

<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts/ Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition Routing Slip (PTO/SB/69) and Accompanying Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Revocation of Power of Attorney / Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s)	<input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): ➤ Statement under 35 USC 3.73(b) ➤ Recorded Assignment ➤ Return Postcard
Remarks:		The Commissioner is authorized to charge any additional fees to Deposit Account 20-1430.

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm and Individual name	Townsend and Townsend and Crew LLP Mark D. Barrish	Reg. No. 36,443
Signature		
Date	26 November 2001	

## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on this date:		
Typed or printed name	Nancy Pizzo	
Signature		Date 26 November 2001

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.  
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**REVOCATION OF POWER OF  
ATTORNEY OR  
AUTHORIZATION OF AGENT**

Application Number	09/785,087
Filing Date	15 FEBRUARY 2001
First Named Inventor	REED ET AL.
Group Art Unit	3763
Examiner Name	
Attorney Docket Number	21258-000100US (was REED1 CONT)

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☐ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☒ Please change the correspondence address for the above-identified application to:

☐ Customer Number 20350

Place Customer  
Number Bar Code  
Label here

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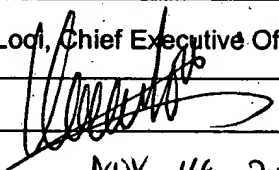
<input type="checkbox"/> Firm or Individual Name					
Address					
Address					
City					
Country		State		ZIP	
Telephone		Fax			

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Certificate under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name	Kareen Lodi, Chief Executive Officer
Signature	
Date	NOV 14, 2001

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 1 forms are submitted.

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Attorney Docket No. 21258-000100US  
previously REED-1 CONT

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: REED ET AL

Application No./Patent No.: 09/785,087

Filed/Issue Date: 15 FEBRUARY 2001

Entitled: Method and Apparatus for Drug and Gene Delivery

SETAGON, INC.

a Delaware Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above.  
The assignment was recorded in the Patent and Trademark Office at Reel 11153,  
Frame 239-245, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

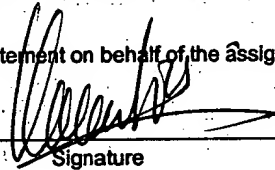
☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

NOV 14, 2001

Date



Signature

Kareen Looi

Typed or printed name

Chief Executive Officer

Title

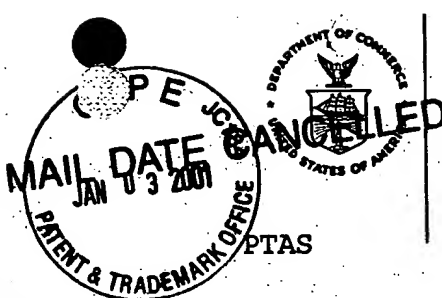
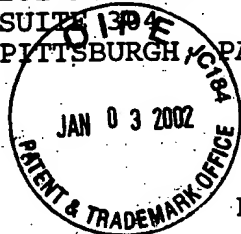
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DECEMBER 07, 2000

ANSEL M. SCHWARTZ  
201 N. CRAIG STREET  
SUITE 1304  
PITTSBURGH, PA 15213



21258-00011045  
(Parent)  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
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Washington, D.C. 20231



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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/02/2000

REEL/FRAME: 011153/0239  
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FELDMAN, MARC D.

DOC DATE: 08/24/2000

ASSIGNOR:

REED, MICHAEL L.

DOC DATE: 08/24/2000

ASSIGNOR:

WEISS, LEE E.

DOC DATE: 08/24/2000

ASSIGNOR:

WU, CLARENCE

DOC DATE: 08/24/2000

ASSIGNEE:

SETAGON, INC.  
104B STEWART CIRCLE  
CHARLOTTESVILLE, VIRGINIA 22903

SERIAL NUMBER: 08743902  
PATENT NUMBER:

FILING DATE: 11/06/1996  
ISSUE DATE:

ANTIONE ROYALL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



101489467

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To the Honorable Commissioner of Patents and

original documents of copy thereof

1. Name of conveying party(ies):

Marc D. Feldman  
Michael L. Reed  
Lee E. Weiss

Clarence

2. Name and address of receiving party(ies):

Name: Setagon, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: 104B Stewart Circle

City: Charlottesville State: VA ZIP: 22903

Execution Date: August 24, 2000

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/743,902

B. Patent No.(s)

2

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ansel M. Schwartz

Internal Address:

Street Address: 201 N. Craig Street,

Suite 304

City: Pittsburgh State: PA ZIP: 15213

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ansel M. Schwartz

Name of Person Signing

Signature

Date

9

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Washington, D.C. 20231

## ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS is made as of August 24<sup>th</sup>, 2000 by and among SETAGON, INC. a Delaware corporation, (the "Company") MARC D. FELDMAN, MICHAEL L. REED, LEE E. WEISS and CLARENCE WU, (collectively, the "Inventors") provides as follows:

WHEREAS, the Inventors have invented a technology using microprobes for local delivery of gene therapy or other treatment agents to prevent restenosis that is described in U.S. Patent application number 08/743,902 in the names of the Inventors ("Patent Application").

WHEREAS, the Inventors are contributing the Patent Application, together with all rights associated therewith, to the Company with the view that the Company will pursue the development and commercialization of products or devices developed from the said technology.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, including but not limited to the agreement of the Company to issue shares to the Inventors, the parties agree as follows:

1. **Patent.** The Patent Application, and any and all patents, patent applications, divisionals, continuations, continuations-in-part, reissues, renewals, extensions, invention registrations, inventor's certificates, petty patents, re-examinations, revalidations, substitutes, utility models and the like arising from the Patent Application, including the right to apply for any letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries shall be referred to collectively as the "Patent".

Any copyright registrations and applications for any of the foregoing, and all names and marks and goodwill associated therewith; all documents, electronic files and other tangible embodiments of any of the foregoing; and other intellectual property, proprietary and intangible interests for the said Patent (the "Intellectual Properties"), whether or not patentable or copyrightable, which have been discovered, learned, created, made, conceived, reduced to practice, improved or otherwise acquired by the Inventor to date, in whole or in part and alone or with others.

2. **Transfer of Patent.** Now for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Inventors hereby sells, transfers and assigns, and agrees to sell, transfer and assign, to the Company all of his right, title and interest in the Patent and Intellectual Properties.

3. **Counterparts.** This Assignment may be executed in two or more counterparts, and each counterpart, when so executed and delivered, shall constitute a complete and original agreement. So long as a counterpart of this Assignment has been executed and delivered to the Company by each party hereto, it shall not be necessary for all parties hereto to have executed the same counterpart. In addition, it shall not be necessary when making proof of this Assignment or any counterpart hereof to produce or cancel any other counterparts.

IN WITNESS WHEREAS, this Assignment has been executed by the undersigned as of August 24<sup>th</sup> 2000.

WMSF

Benjamin D. Feldman  
Witness:

Marc D. Feldman  
Marc D. Feldman

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Michael L. Reed

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Lee E. Weiss

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Clarence Wu



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*MR*

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Marc D. Feldman

  
\_\_\_\_\_  
Witness:

*KAREN LOOI*

  
\_\_\_\_\_  
Michael L. Reed

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Lee E. Weiss

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Clarence Wu

## ASSIGNMENT OF PATENT RIGHTS

LEW

THIS ASSIGNMENT OF PATENT RIGHTS is made as of August 24<sup>th</sup>, 2000 by and among SETAGON, INC. a Delaware corporation, (the "Company") MARC D. FELDMAN, MICHAEL L. REED, LEE E. WEISS and CLARENCE WU, (collectively, the "Inventors") provides as follows:

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\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Marc D. Feldman

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Michael L. Reed

*Cheryl B. Neher*  
\_\_\_\_\_  
Witness: Cheryl B. Neher

*Lee E. Weiss*  
\_\_\_\_\_  
Lee E. Weiss

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Clarence Wu

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\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Marc D. Feldman

\_\_\_\_\_  
Witness:

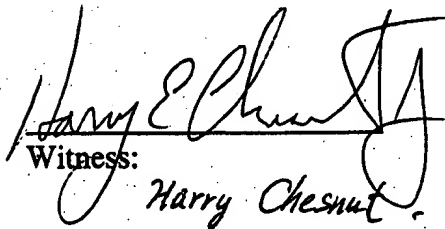
\_\_\_\_\_  
Michael L. Reed

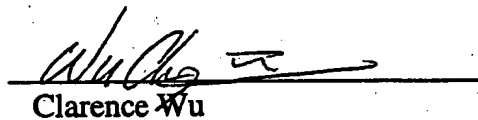
\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Lee E. Weiss

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Clarence Wu

  
Harry Chesnut

  
Clarence Wu